


REQUEST FOR QUOTATION (This is NOT an Order)		This RFQ <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a small business set-aside		Page 1 Of 18
1. Request No. DAAE20-98-T-0121	2. Date Issued 06APR1998	3. Requisition/Purchase Request No. See Section II	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1 	Rating DOA5
5A. Issued By ACALA AMSTA-AC-PCW-B ROCK ISLAND IL 61299-7630 EMAIL: DMCGUIRE@RIA-EMH2.ARMY.MIL			6. Deliver by (Date) See Section II	
			7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other (See Section II)	
5B. For Information Call: (Name and telephone no.) (No collect calls) DAN McGUIRE (309) 782-7262				
8. To: Name and Address, Including Zip Code			9. Destination (Consignee and address, including Zip Code) See Section II	
10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Section II)				

12. Discount For Prompt Payment	a. 10 Calendar Days	b. 20 Calendar Days	c. 30 Calendar Days	d. Calendar Days	
	%	%	%	Number	Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. Name and Address of Quoter (Street, City, County, State and Zip Code)		14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation	
		16. Signer			
		a. Name (Type or Print)		b. Telephone	
				Area Code	
		c. Title (Type or Print)		Number	

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Name of Offeror or Contractor:

SECTION I - COVER SHEET/SUPPLEMENTAL INFORMATION

NARRATIVE I-1

The ability to view and download ACALA solicitation information is now available through the ACALA Acquisition Information System (AAIS). In addition to the view/download capability, the vendor may electronically order bid sets; i.e., hard copy solicitation, aperature cards, and attachments. Procurement history can also be obtained through the AAIS 24 hour a day utilizing a 9600 baud modem set to dial (309) 782-7648. Once connected, enter 'aais' at the 'login' prompt. If electronic means is not possible, history will still be provided telephonically at (309) 782-8094 on a limited basis.

END OF NARRATIVE I-1

NARRATIVE I-2

'AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.'

END OF NARRATIVE I-2

NARRATIVE I-3

REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.

DATAFAX NUMBER IS 309-782-4728.

REQUEST YOU FILL OUT CLAUSES KF7019, KF7020, KF7036 AND KF6006.

PLEASE PROVIDE YOUR CEC# AND TAXPAYER ID CODE:

PLEASE PROVIDE YOUR CAGE OR FSCM CODE _____.

FOR PREVIOUS HISTORY CALL 309-782-8094 BETWEEN THE HOURS OF 9:00 - 11:00 A.M. AND 1:00 - 3:00 P.M. CENTRAL TIME.

END OF NARRATIVE I-3

NARRATIVE I-4

'THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.'

END OF NARRATIVE I-4

NARRATIVE I-5

AMC-LEVEL PROTEST PROGRAM

(OCTOBER 1996)

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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http:// amc.citi.net/amc/cc/protest.html](http://amc.citi.net/amc/cc/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

END OF NARRATIVE I-5

NARRATIVE I-6

' 'THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY (ACALA) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP) 2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.' '

END OF NARRATIVE I-6

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 0001AA	SECTION II - ACQUISITION DESCRIPTION <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: NUT, LOCK FSCM: 19206 PART NR: 11580036 SECURITY CLASS: Unclassified <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 11580036 DATE: 15-DEC-1997 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM D 3951 REV 95 LEVEL PROTECTION: C LEVEL PACK: C <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 277 0150 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W45G19) TRANS OFF RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000 NSN: 3120-01-436-7625 (End of narrative F001)	277	EA	\$ _____	\$ _____
0002 0002AA	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: SPRING, HANDLE FSCM: 19206 PART NR: 11580024 SECURITY CLASS: Unclassified <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 11580024 DATE: 09-DEC-1997	424	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

SECTION IV - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
2	52.211-5	NEW MATERIAL	01-OCT-1997
3	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
4	52.222-3	CONVICT LABOR	01-AUG-1996
5	52.225-3	BUY AMERICAN ACT - SUPPLIES	01-JAN-1989
6	52.232-1	PAYMENTS	01-APR-1984
7	52.232-11	EXTRAS	01-APR-1984
8	52.232-18	AVAILABILITY OF FUNDS	01-APR-1984
9	52.232-25	PROMPT PAYMENT	01-JUN-1997
10	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
11	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
12	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
13	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
14	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
15	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
16	52.247-34	F.O.B. DESTINATION	01-JAN-1991
17	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	01-JUL-1995
18	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
19	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
	DFARS		
20	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
	DFARS		
21	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	01-JAN-1997
	DFARS		
22	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	01-JUN-1997
	DFARS		
23	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	01-JUN-1997
	DFARS		
24	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED	01-JUN-1995
	DFARS	INFORMATION MARKED WITH RESTRICTIVE LEGENDS	
25	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
	DFARS		
26	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
	DFARS		
27	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
	DFARS		
28	(52.246-4500	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	01-MAR-1988
	ACALA)		

##NO COLUMN HEADERS

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director
Armament and Chemical Acquisition and Logistics Activity
ATTN: AMSTA-AC-PCW-B/DAN MCGUIRE
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

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Name of Offeror or Contractor:

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	(HS6502)	

29	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	01-MAR-1988
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 11580036 (CLIN 0001) AND 11580024 (CLIN 0002) with revisions in effect as of 15 DEC 08 (CLIN 0001) AND 09 DEC 97 (0002) (except as follows):

CLIN 0001 - PACKAGE LEVEL - A IAW MIL-STD-2073-1 ADD MIL-STD-2073-1 TO SPEC LIST.				
CLIN 0002 -				
DOCUMENT	DELETE	SUBSTITUTE	ADD	
8769450	C	D		
AM11580024			A	
G6A1004	ALL			
(CS6100)				

30	52.210- 4502ACALA	PHOSPHATE COATING REQUIREMENT	01-MAR-1995
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The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Armament and Chemical Acquisition and Logistics Activity, ATTN: AMSTA-AC-PCW-B/DAN MCGUIRE (APPLIES TO CLIN 0001), Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to ACALA for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

(end of clause)				
(CS6508)				

31	52.211-4502 ACALA	PACKAGING REQUIREMENTS	01-SEP-1997
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(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 010. Marking shall be in accordance with MIL-STD-129 ''Standard Practice for Military Packaging,'' revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION: APPLIES TO CLIN 0001 AND CLIN 0002				
(End of clause)				
(DS6404)				

32	52.211-16	VARIATION IN QUANTITY	01-APR-1984
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Name of Offeror or Contractor:

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- Zero percent (0%) increase
- Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

33	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	01-OCT-1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

34	52.233-1	DISPUTES	01-OCT-1995
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(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613)

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using--
 - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

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Name of Offeror or Contractor:

Regulatory Cite	Title	Date
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(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: 'I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.'

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

35	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	01-OCT-1995
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(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

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<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
(3) 52.222-36,	Affirmative Action for Handicapped Workers (29 U.S.C. 793); and	

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

36	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	01-APR-1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)
(IF7016)

37	2880	.	
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The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

38	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	01-JUL-1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
39	1.602-2(93) AFARS	AVAILABILITY OF FUNDS	

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

40	52-201-4501	NOTICE ABOUT ACALA OMBUDSMAN	01-NOV-1995
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a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA
 AMSTA-AC-AP (OMBUDSMAN)
 Rock Island IL 61299-7630
 Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621
 Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

41	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

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Name of Offeror or Contractor: _____

Regulatory Cite _____ Title _____ Date _____
Address _____

City & State _____

(End of Clause)

(GS7015)

42	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	01-MAY-1993
	ACALA		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION V - PERFORMANCE REQUIREMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST FOR P18FBIX1		002	
Attachment 002	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 003	GUIDANCE ON DOCUMENTTION OF CONTRACT DATA REQUIREMENTS LIST (CDRL)		002	
Attachment 004	LIST OF ADDRESSES		001	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR REQUESTS FOR DEVIATION/WAIVER (RFD/RFW)		001	
Attachment 006	TECHNICAL DATA FOR P18FBIX1			
Attachment 007	TECHNICAL DATA FOR P18FBYX1			
Attachment 008	CONFIDENTIAL NON-DISCLOSURE AND NON-USE AGREEMENT		002	
Attachment 009	IOC FORM 715-3		002	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423 FOR P18FBIX1		002	

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SECTION VI - OFFER EVALUATION/SUBMISSION INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990
##NO COLUMN HEADERS			

Any contract awarded as a result of this solicitation will be a D0-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LP6014)

3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-JAN-1997
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(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it_____is,_____is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it_____ is,_____ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it_____is,_____is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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Regulatory Cite _____ Title _____ Date _____

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

4 52.204-3 TAXPAYER IDENTIFICATION 01-JUN-1997

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because
 - () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal, state, or local government;
 - () Other. State basis. _____

(d) Corporate Status.

- () Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
- () Other corporate entity;
- () Not a corporate entity;
- () Sole proprietorship
- () Partnership
- () Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

Name of Offeror or Contractor: _____

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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(e) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

 Name: _____

 TIN: _____

(KF7043)

5	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	01-AUG-1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>PRICE</u>		<u>TOTAL</u>
	<u>QUANTITY</u>	<u>QUOTATION</u>	

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

6	52.215-4	TYPE OF BUSINESS ORGANIZATION	01-OCT-1997
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The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as,

() an individual,

() a partnership,

() a nonprofit organization,

() a joint venture, or

() a corporation incorporated under the laws of the State of_____.

(b) If the offeror or respondent is a foreign entity, it operates as

() an individual,

() a partnership,

() a nonprofit organization,

() a joint venture, or

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Name of Offeror or Contractor:

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() a corporation, registered for business in (country)_____.

(End of Provision)

(KF7022)

7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 01-APR-1984

The offeror represents that -

?(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE 01-APR-1984

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS 01-APR-1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)
(LF7015)

10 52.215-4507 EVALUATION OF OFFERS 01-MAR-1988
ACALA

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

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